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BEFORE THE

Federal Communications Commission

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DEC - 1 1992

Federal Communications Commission
Office of the Secretary

In the Matter of

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MM Docket No. 92-260

Implementation of the
Cable Television Consumer
Protection and Competition
Act of 1992

Cable Home Wiring

COMMENTS OF ARIZONA CABLE TELEVISION ASSOCIATION

The Arizona Cable Television Association ("ACTA"), by its counsel, hereby submits its comments in the above-captioned rulemaking proceeding. ACTA is a trade association representing the cable television industry in the State of Arizona. As such, ACTA and its members have a vital interest in the outcome of this proceeding.

Rules for the "disposition" of operator-installed inside wiring can be prescribed rather easily. Cable installed by the cable operator inside the premises of a cable subscriber can either be left in place when a subscriber terminates service, or the subscriber can ask that the cable be physically removed.¹ If the cable remains in place, the former subscriber would be able

¹As the Commission notes, inside wiring does not include remote control devices, converter boxes and the like which remain the property of the cable operator unless they have been purchased by the subscriber.

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to utilize the cable for a hookup to another multi-channel service. However, if the former subscriber, or a new occupant, wishes to (re)subscribe to the original cable system, the operator should have a continuing right to access the equipment it originally installed.

This approach puts the choice of how to dispose of inside cable wiring in the subscriber's hands. A terminating subscriber could choose to have the inside cable removed or left in place. Moreover, it satisfies Congress' desire to protect terminating subscribers from disruption, and it enables multi-channel competition. As the Commission notes, the implications of any policy on questions of ownership are extremely important. Adoption of ACTA's approach makes dealing with these issues prior to termination of service unnecessary. The only exception to ACTA's approach would be where existing subscriber contracts or franchise provisions already cover the issue of ownership. ACTA submits that such existing arrangements should be left undisturbed in order to minimize disruption to the marketplace. This would not run afoul of the statute since "disposition" policies would be known to the subscriber in advance.

As to the issue of compensation to the cable operator, ACTA submits that a termination charge would be warranted if the subscriber chooses to have the cable removed from the premises, and a charge representing the cost of the equipment would be warranted if the subscriber wishes to have the cable left in place.

ACTA believes that its approach would work equally well in multiple unit dwelling and single family residential environments. The wiring inside the premises of a subscriber would be handled the same way in either situation. The only difference is that there is also common wiring in multiple unit dwellings, but the line between individual unit wiring and common wiring is quite distinct.² The Commission correctly points out that Section 16(d) of the Cable Act of 1992 is not intended to reach common wiring. The cable operator that is still serving subscribers in a multiple unit building, has the requisite access to that building and that access is not disrupted by a former subscriber gaining control over the wiring inside his residential unit. The question of how to deal with the ownership, access and disposition of the common wiring is not the subject of this rulemaking and should properly be left for legal and contractual resolution.

Termination of service for nonpayment or for theft of service should result in a "subscriber" losing his right to have a say in whether the inside wiring remains in place. The disposition of such equipment should be a matter within the sole discretion of the cable operator, including any recovery of costs involved in terminating service.

The responsibility for signal leakage cannot rest with the cable operator when it no longer serves the particular premises.

²Any wiring which is part of a link in the network in the building is common. Conversely, wiring in the premises which has no effect on the network is not common.

If the occupant is no longer voluntarily a subscriber to the cable system, the cable operator is no longer sending transmissions into the residence. If the occupant is stealing service from the cable operator, it would be grossly unfair to hold the cable operator responsible for leakage at that premises. On the other hand, if the occupant is using that wiring to connect to another multi-channel video provider, the responsibility for leakage should rest with that provider. The issue of the cable operator's responsibility obviously is moot where the inside wiring has been removed from the premises.

In conclusion, ACTA urges the Commission to adopt the subscriber choice approach to the issue of home wiring.

Respectfully submitted,

ARIZONA CABLE TELEVISION
ASSOCIATION

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